

# SPIDERBANDS

September 11, 2017

Brittany Clybourn

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**OBJECT: CONFIRMATION OF AN OFFER OF EMPLOYMENT**

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Dear Brittany,

Welcome to SPIDERBANDS! We are pleased to confirm our offer to have you join our company as a Spiderbands Instructor reporting to Amanda Sauer, Director of Operations, commencing on or about September 15<sup>th</sup>, 2017 on the following terms:

- a) Your employment duties consist of teaching a minimum of 12-15 Spiderbands Classes per week full time, and the attached duties in Schedule A, however, this list is not to be taken as fixed or exhaustive and you will be expected to perform any reasonable employment task given by a superior;
- b) Spiderbands may only terminate your employment without cause on two weeks' notice or payment in lieu of notice; however, we reserve the right to terminate your employment at any time without notice or payment in lieu of notice for good cause;
- c) Your gross cash salary, inclusive of any statutory vacation pay to which you may be entitled, will be \$200 per class, + 7% of revenue received from class attendees over 15 per class, or \$93 per class with over 15 attendees per class if the class is sold out, also payable, subject to statutory deductions, in bi-weekly installments not in advance; in addition, you have the following taxable fringe benefits in connection with your employment: health insurance after 90 days from start date or allowance of up to \$200/month from owner if you so choose;
- d) You will also be paid an incentive of .5% of Spiderbands profit, if any, and vesting at the end of your third year of employment, and then ongoing, year-to-year thereafter, during your term of employment;
- e) You agree to work exclusively for Spiderbands as a fitness instructor, and NOT to work in any field related to fitness during the time of your employment at Spiderbands, excluding all modeling;
- f) You further agree NOT to compete with Spiderbands in any fitness activities, business or merchandising during employment at Spiderbands, and for a period of two (2) years

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after your employment at Spiderbands is terminated for any reason, including your voluntary resignation, excluding all personal training which is permitted;

- g) Subject to statutory holidays, your hours of employment are 30 hours per week (12-15 classes in studio, plus an additional 15 hours spent preparing music, choreography, interacting with clientele before/after class and on social media, and posting the required amount (3 to 4 posts per week) of Spider posts on your own social media, and other preparatory tasks done to foster your success as an instructor). Your class days and hours will be designated based on your input as well as where management believes you'll be most well-received as an instructor;
- h) You agree not to disclose any confidential information, trade secrets, programming, or other learned in the course of your employment about the business of the firm or about its clients or about the personal affairs of your superiors to anybody outside the firm both during and after your term of employment;
- i) You hereby irrevocably and perpetually grant to Spiderbands the unrestricted right, power and authority to reproduce, publish, print, distribute, transmit, copy, or otherwise use, all photographs taken of you to promote Spiderbands. You hereby release and hold Spiderbands harmless from and against all claims, suits, threats, demands, liabilities, actions and causes of action, in any way related to the Photographs or Spiderband's use of the Photographs.
- j) Other SPIDERBANDS policies are set forth in the Company's Employee Handbook, a copy of which will be provided to you prior to the commencement of your employment with the Company;
- k) Upon your acceptance, this letter will contain the entire agreement and understanding between you and the Company and supersedes any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the Company (oral or written). The terms of your employment may in the future be amended, but only by writing and provided they are signed by both you and SPIDERBANDS;
- l) In the event a dispute does arise, this letter, including the validity, interpretation, construction and performance of this letter, shall be governed by and construed in accordance with the substantive laws of the State of New York Jurisdiction for resolution of any disputes shall be solely in New York.

This offer of employment is valid until the close of business on September 11th, 2017. Please let us know of your decision to join SPIDERBANDS by signing a copy of this offer letter and returning it to us not later than September 11th, 2017. Your offer is contingent upon your (1) completion of SPIDERBANDS Employment Application; (2) signing of the Company's Confidentiality and Invention Assignment Agreement; and (3) providing proof of your eligibility to work in the United States. You hereby represent to the Company that you are under no obligation or agreement that would prevent you from becoming an employee of the Company or adversely impact your ability to perform the expected services.

If there is anything with which you do not agree, please feel free to discuss it with your contact.

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We are very pleased to offer you the position and are sure that you will make a excellent addition to our team. Once again, welcome to the Spider fam!

Sincerely,

**Amanda Sauer**  
Director of Operations

**Employment on the terms set out in this letter is accepted.**

Signature: 

Printed Name: Brittany Clybourn

Date: 9/12/2017

## **SCHEDULE A**

### **Spiderbands Instructor**

#### **Position Summary**

#### **Position Requirements**

- **Teach Spiderbands Classes**
- **Maximize class participation in all Spiderbands classes**
- **Maintain Spiderbands studios, including completion of checklists and daily walkthroughs**
- **Develop, revise, and enhance class content**
- **Ensure quality control by teaching a minimum of 15 high quality and consistent Spiderbands classes for all levels and sizes. Assist in classroom and substitute teach, as needed**
- **Assess guest level, abilities, and injuries to address specific needs within class**
- **Attend ongoing educational training programs such as workshops**
- **Attend weekly meetings**
- **Attend weekly staff meetings**
- **Create Instructor training programs for both Spiderbands**
- **Create instructor guidebook for both Spiderbands**
- **Assist with special projects, events, and promotions as needed**
- **Adhere to all corporate, departmental operational policies and procedures**
- **Respond to guest questions and associate concerns manner**
- **Role model the highest level of guest rapport and service**
- **Maintain working knowledge of all Spiderbands' classes, services and products**